

MEMORANDUM OF AGREEMENT (MOA)
between
Utah Division of Forestry, Fire and State Lands
and
Utah Division of Water Quality

I. NAME OF AGREEMENT

Great Salt Lake Water Quality Investigations

II. AGREEING PARTIES

This cooperative agreement is entered into between the Utah Division of Forestry, Fire and State Lands, hereinafter referred to as "FFSL", and the Utah Division of Water Quality hereinafter referred to as "DWQ", and witnesses as follows:

WHEREAS, the mission of FFSL includes: 1) optimizing the benefits from ecosystem-based, multiple-use management of resources held in the public trust; 2) achieving customer satisfaction through innovation, creativity, planning, teamwork and partnerships; and 3) contributing to the improvement in the quality of life for Utah's diverse population, and;

WHEREAS, FFSL develops planning procedures for natural resources on state lands and may request other state agencies to generate technical data or other management support services for development and implementation of state land management plans (Utah Code Annotated 64A-3-1), and;

WHEREAS, the Great Salt Lake Comprehensive Management Plan and Decision Document (Record of Decision 00-0301-GSL CMP) identifies that additional studies and research of the lake and its resources, including the quality of water in the Great Salt Lake should be undertaken, and;

WHEREAS, the 2005 General Session of the Utah State Legislature authorized FFSL to initiate water quality studies or enhance existing water quality studies on Great Salt Lake (pursuant to Utah Code Annotated 65A-10-8(1)(d) and 65A-10-8(3)) to ensure the long-term health of the lake and its ecosystem;

AND

WHEREAS, DWQ is the state's water pollution control agency which has the authority and responsibility to implement the Federal Clean Water Act as amended, and;

WHEREAS, DWQ through the Water Quality Board has the responsibility to serve as staff in the execution of the Utah Water Quality Act, Utah Code Annotated (UCA), 1953, Title 19, Chapter 5, as amended, and;

WHEREAS, DWQ has the authority under the Utah Code Annotated, 1953 Part 19-5-104 to conduct studies, investigations, research and demonstrations relating to water pollution and causes of water pollution and adopt, modify, or repeal standards of quality of waters of the State; and

WHEREAS, the mission of the DWQ includes: 1) enforcing laws and rules associated with protecting and enhancing the surface and ground water of the State of Utah; and
2) developing water quality standards including standards specific for the Great Salt Lake.

III. NOW THEREFORE, the parties hereto mutually agree as follows:

A. Utah Division of Forestry, Fire and State Lands Shall:

- Cooperate with DWQ and other interested parties in
- a) the development of plans for studying water quality of the Great Salt Lake,
 - b) the development of contracts to ensure that assessments are carried out as efficiently as possible;
2. Provide funds as payment of expenditures incurred by DWQ for completion of work performed pursuant to specific contracts negotiated under the terms of this agreement not to exceed \$100,000 per fiscal year. Said funds shall come from the Sovereign Lands Restricted Account as appropriated by the Utah State Legislature;
 3. Make information available in support of tasks and contracts as mutually agreed by DWQ and FFSL as necessary for the efficient conduct of this Agreement.
 4. Funding obligations under this agreement will be based on estimates of cost as agreed upon by the parties to this agreement and obligated under individual contracts.

B. Utah Division of Water Quality Shall:

- Perform or contract for water quality studies on the Great Salt Lake or other waters associated with sovereign lands, as requested;
2. Furnish, as required, qualified personnel who will coordinate and conduct tasks or contracts pursuant to this agreement;
 3. Provide FFSL with cost estimates, project outlines, and time lines for work/contracts proposed under this agreement; and

4. Provide FFSL with project progress reports and financial reimbursement requests (Interagency Transactions - IATs) according to specific contracts under this MOA.

C. FFSL and DWQ Mutually Agrees as follows:

- 1 The provisions of this agreement will not replace any functions that are being conducted by FFSL or DWQ, but will supplement those activities and increase the program benefits to both parties;
2. Sharing, exchanging, and coordinated acquisition of information and data is necessary to accomplish the objectives of this agreement;
3. Managing and documenting shared or exchanged information and data is provided for under this agreement and pursuant to specific project contracts;
4. All information and data provided by either party will be information normally available to the public and, therefore, there would be no restrictions on the use of data or information unless specified otherwise pursuant to studies/contracts on the Great Salt Lake;
5. FFSL will pay DWQ based on documentation of direct project expenditures and billings as described above. Payments by FFSL to DWQ shall be made via IAT. Payments shall be based on the receipt of invoices from DWQ. Upon receipt of funds from FFSL, DWQ will prepare contractor payments according to approved invoices;
6. Failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at anytime thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself;
7. DWQ and FFSL agree to assume liability for the negligent acts or omissions of their employees committed during the performance of this agreement to the extent such negligence gives rise to liability pursuant to the provisions of the Governmental Immunity Act, Section-30-1, et seq. Utah Code Annotated, 1953, and subject to the limitations of liability established in Section 63-30-1, et seq. Utah Code Annotated, 1953;
8. This agreement may be modified by written agreement signed by both DWQ and FFSL. Administrative changes which do not change the project management, the substantive content of this Agreement or otherwise affect the recipient may be signed unilaterally by either party;

9. This agreement shall become effective as of the last date as signed below and shall remain in effect unless terminated by either party as per the terms of this agreement;
10. That this agreement may be terminated, with or without cause, by either party, upon 30 days prior written notice. Notice shall be sent by certified mail or by personal service to the other party. The 30 days shall begin to run upon receipt of the notice. On termination of this agreement, all payments will be processed according to the financial arrangements set forth herein for costs incurred prior to the date of termination;
11. The term of this agreement shall be for five years from the last date signed below and may be reviewed and extended by mutual consent of both parties.
12. This agreement, together with any and all attachments herein incorporated by reference constitutes the full and complete understanding of the parties regarding the subject matter hereof. No modification or alteration of or addition to this agreement shall be effective to bind the parties hereto unless it shall be in writing signed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed.

Department of Environmental Quality
Division of Water Quality

by


Walter L. Baker, P.E.

Director

Date:

March 1, 2006

Department of Natural Resources
Division of Forestry, Fire and State Lands

by


A. Joel Frandsen

Director/State Forester

Date:

Mar 3/06